



Supporting Practitioner & Peer Support Policy

Dance Network Association (DNA)

1. Purpose

Dance Network Association (DNA) is committed to creating opportunities for artists, Supporting Practitioners and emerging practitioners to learn from one another, develop their skills and progress within the creative sector.

Peer support, observation, mentoring and supported delivery can provide valuable opportunities for people to gain practical experience alongside professional artists.

At the same time, DNA recognises that artists invest significant time, experience and creativity in developing their practice, choreography, workshops, resources and other creative materials.

This policy establishes a fair approach that:

- Supports learning, mentoring and professional development;
- Encourages Supporting Practitioners to develop their own creative practice;
- Protects the intellectual property and professional interests of DNA's artists;
- Protects intellectual property created independently by Supporting Practitioners;
- Encourages appropriate acknowledgement and credit;
- Prevents deliberate copying or inappropriate reproduction of artists' work;
- Provides clarity where new work is created collaboratively; and
- Creates an environment in which artists can confidently share their knowledge and practice.

2. Terminology

For the purposes of this policy, DNA uses the term "Supporting Practitioner" as an umbrella term for individuals who are invited to observe, assist, learn from or work alongside a Lead Artist or creative practitioner.

A Supporting Practitioner may include:

- **Volunteer** - an individual who gives their time voluntarily to support DNA activities without payment, other than any agreed expenses.
- **Guest Observer** - an individual invited or given permission to observe an artist, workshop, rehearsal, project or activity for learning, professional development or another agreed purpose. Observation does not provide permission to reproduce or use the artist's creative material.

- **Peer Supporter** - an individual working alongside an artist to provide practical or creative support while developing their own skills, knowledge and experience.
- **Support Artist / Assistant Artist** - a practitioner engaged to support a Lead Artist in the delivery of a project or activity. This may be a paid or freelance role. Their contractual status and payment do not alter the intellectual property principles within this policy.
- **Work Placement Student** - a school, college, university or other education/training student undertaking an authorised placement, internship or period of work-based learning with DNA.
- **Student Observer / Trainee Practitioner** - an individual observing or participating as part of their education, training or professional development.
- **Emerging Artist** - a practitioner developing their professional creative practice who may be receiving mentoring, observation opportunities, supported delivery or other professional development through DNA.
- **Other Guest / Visitor** - another individual authorised by DNA to observe or support an activity and who may therefore have access to an artist's practice or creative materials.

Lead Artist

"Lead Artist" means the artist, creative practitioner, facilitator, choreographer or other professional who has primary responsibility for the creative content or delivery of the relevant activity.

The Lead Artist may be employed, commissioned, contracted or otherwise engaged by DNA.

How these terms are used in this policy

Where this policy refers to a Supporting Practitioner, this includes volunteers, guest observers, peer supporters, paid support artists, assistant artists, work placement students, university or college students, trainees, emerging artists and other authorised individuals working alongside or observing a Lead Artist.

A person's employment, volunteer, student or contractual status may affect their individual rights and responsibilities. Their specific employment contract, freelance agreement, placement agreement, volunteer agreement or other arrangement will continue to apply alongside this policy.

All Supporting Practitioners are expected to respect the intellectual property, confidentiality, creative practice and professional boundaries of the artists they work alongside.

Similarly, DNA expects Lead Artists to respect the original creative contributions and intellectual property of Supporting Practitioners.

The use of the term Supporting Practitioner does not create or change an individual's employment, worker, volunteer, student or contractual status.

3. Our Approach to Peer Support

DNA welcomes Supporting Practitioners into appropriate creative activities.

Depending on the project, a Supporting Practitioner may:

- Observe professional artists;
- Support participants during workshops;
- Assist with practical aspects of delivery;
- Help create an inclusive and welcoming environment;
- Support access and participation;

- Assist the Lead Artist;
- Contribute ideas where invited;
- Develop facilitation and communication skills;
- Learn about planning and structuring creative activities;
- Reflect on professional practice;
- Receive informal mentoring or feedback; and
- Progress towards delivering their own creative work.

Peer support should be a learning and development opportunity.

It does not automatically give a Supporting Practitioner permission to reproduce the artist's creative work elsewhere.

4. Intellectual Property

Intellectual property may exist in creative work and materials produced or used by artists, Supporting Practitioners, DNA and other contributors.

Depending on the circumstances, this may include:

- Choreography and dance works;
- Performance material;
- Written materials;
- Workshop resources;
- Session plans;
- Training materials;
- Original exercises and creative tasks;
- Music, compositions, edits and arrangements;
- Photography;
- Film and video;
- Artwork and designs;
- Digital materials;
- Presentations;
- Project concepts expressed in original materials; and
- Other original creative content.

Copyright protection arises automatically for qualifying original works. Not every idea, teaching method, movement, exercise or general concept will itself be protected by copyright; protection generally concerns the original expression of a work rather than an abstract idea.

For the purposes of this policy, references to an artist's creative work may include material owned by the artist, DNA or another rights holder, as applicable. Nothing in this policy determines ownership where ownership is governed by an employment contract, freelance agreement, commission, licence or other written agreement.

DNA expects everyone involved to respect both legal intellectual property rights and professional creative practice.

5. Existing Intellectual Property

Unless a contract or other written agreement states otherwise, intellectual property that an artist, Supporting Practitioner or other contributor owned or developed independently before becoming involved in a DNA project remains theirs.

Bringing existing material into a DNA project does not, by itself, transfer ownership to DNA, another artist, a Supporting Practitioner or a partner organisation.

Where DNA needs permission to reproduce, publish, adapt or otherwise use existing material, the appropriate permission or licence should be agreed.

6. Learning from Professional Artists

DNA actively encourages Supporting Practitioners to learn from experienced practitioners.

A Supporting Practitioner may take forward the knowledge, experience, skills and general learning they gain.

This could include learning about:

- Facilitating groups;
- Communicating movement;
- Structuring creative sessions;
- Supporting participants with different needs;
- Encouraging creativity;
- Building confidence and participation;
- Managing group dynamics;
- Responding creatively to music;
- Developing choreography;
- Inclusive practice;
- Professional behaviour;
- Planning and reflection; and
- Developing a career as a creative practitioner.

DNA wants this learning to contribute to the development of the Supporting Practitioner's own practice.

7. Learning Is Different from Copying

DNA recognises the importance of artists learning from other artists. Creative development naturally involves inspiration, observation, experimentation and sharing practice.

However, there is a difference between learning from someone's approach and substantially reproducing their creative material.

Learning

"I learned different ways of encouraging participants to generate movement from words."

Developing your own practice

"Using what I learned about creative facilitation, I developed my own activity using objects and images as prompts for movement."

Not appropriate without permission

"I copied the artist's instructions, exercises, choreography, music and workshop structure and now deliver essentially the same programme elsewhere."

DNA's principle is: Observe -> Learn -> Reflect -> Develop -> Create your own

Rather than: Observe -> Copy -> Reproduce -> Present as your own

8. What Supporting Practitioners Must Not Do

Unless appropriate permission has been given, Supporting Practitioners must not:

- Copy or substantially reproduce an artist's or DNA's protected choreography or other creative work;
- Present another person's creative work as their own;
- Copy substantial sections of an artist's written resources or teaching materials;
- Reproduce an artist's workshop substantially from their original materials;
- Photograph or copy session plans or resources for their own use without permission;
- Record workshops, choreography or performances without permission;
- Upload an artist's work to social media or other digital platforms without permission;
- Provide an artist's resources or recordings to another person or organisation without permission;
- Sell, licence or commercially exploit an artist's protected work without permission;
- Remove appropriate authorship or attribution from work; or
- Knowingly encourage another person to reproduce material in circumstances where permission would be required.

9. Inspiration and Developing Your Own Work

DNA does not expect Supporting Practitioners to leave a peer-support opportunity pretending they learned nothing.

The purpose of peer support is development.

Supporting Practitioners are encouraged to ask:

- What did I learn?
- Why did that approach work?
- How could I apply that principle differently?
- What is my own creative response?
- How can I develop my own voice and practice?

This creates progression while respecting the contribution of the artist who supported that development.

10. Professional Courtesy

DNA recognises that copyright law does not protect every idea, method, movement or creative approach.

However, DNA expects a standard of professional behaviour that may go beyond the minimum requirements of copyright law.

Something may therefore be inappropriate within DNA's professional standards even where it would not necessarily amount to copyright infringement.

For example, deliberately recreating another DNA artist's distinctive workshop programme and marketing it as your own may undermine trust and professional relationships even where individual elements of the programme are not separately protected by copyright.

DNA expects Lead Artists and Supporting Practitioners to act fairly, acknowledge significant creative influences where appropriate and discuss uncertainties openly.

11. Protecting Supporting Practitioners and Emerging Artists

These principles apply equally to everyone.

If a Supporting Practitioner brings their own original work into a DNA project, DNA expects that contribution to be respected.

A Lead Artist should not assume that a Supporting Practitioner's original work becomes theirs simply because the Supporting Practitioner is supporting their project.

Similarly, DNA should not automatically claim ownership of independently created work simply because it was developed by someone participating as a Supporting Practitioner.

Where appropriate:

- The artist's existing IP remains the artist's.
- The Supporting Practitioner's existing IP remains the Supporting Practitioner's.
- DNA's existing IP remains DNA's.

Any different arrangement should be clearly agreed.

12. Collaborative Creation

Peer-support relationships can sometimes develop into genuine creative collaboration.

For example, a Lead Artist and Supporting Practitioner may jointly devise choreography, develop a new workshop resource or create a performance together.

Where substantial new work is being created collaboratively, the contributors should discuss ownership and future use as early as reasonably possible.

This may include agreeing:

- Who created the work;
- Whether there is joint authorship or ownership;
- Who may use the work;
- Whether either person may develop it independently;
- How contributors will be credited;
- Whether the work can be performed elsewhere;
- Whether it can be commercially exploited;
- Whether income will be shared; and
- Whether DNA has permission to continue using the work.

For significant projects, these arrangements should be recorded in writing.

13. Credit and Acknowledgement

DNA believes artists should receive appropriate recognition for their work.

Where another person's protected work is used with permission, appropriate credit should be given where required or agreed.

Where a Supporting Practitioner makes a significant creative contribution to a project, DNA also encourages appropriate acknowledgement of that contribution.

Credit does not replace the need to obtain permission where permission is required.

14. Permission and Licensing

Artists are free to give Supporting Practitioners or other artists permission to use their material.

An artist may, for example, be happy for an emerging practitioner to:

- Use a particular exercise;
- Adapt a workshop;
- Perform choreography;
- Use a resource;
- Continue delivering a programme; or
- Develop an existing piece of work.

Where significant use is proposed, the agreement should ideally record:

- What material can be used;
- Who can use it;
- Where it can be used;
- Whether it can be changed or adapted;
- Whether commercial use is permitted;
- Whether it can be shared with others;
- How the original artist should be credited;
- Whether payment or royalties apply; and
- How long the permission lasts.

This creates clarity for everyone.

15. Photography, Filming and Recording

Peer support does not automatically include permission to record an artist's work.

Supporting Practitioners must not personally photograph, video or audio-record workshops, choreography, performances, teaching materials or other creative content for their own use unless appropriate permission has been given.

Photography or filming undertaken on behalf of DNA must comply with DNA's relevant:

- Photography and publicity procedures;
- Participant consent arrangements;
- Safeguarding procedures; and

- Data protection and privacy requirements.

This applies particularly when children, young people or adults who may require additional safeguarding considerations are participating.

16. Confidentiality

During peer-support opportunities, Supporting Practitioners may become aware of information that is not publicly available.

This could include information concerning:

- Participants;
- Artists;
- Partner organisations;
- Future projects;
- Funding;
- Programme development;
- Personal circumstances;
- Safeguarding matters; or
- Internal DNA activities.

Confidential information should not be shared outside the project unless authorised or there is a safeguarding, legal or other appropriate requirement to disclose it.

DNA's safeguarding procedures should always be followed where there is a concern about someone's welfare.

17. Digital and Social Media

Supporting Practitioners should not assume that being present at a DNA activity gives permission to post material from that activity online.

Before posting photographs, videos, choreography, participant information, artist resources or other project material on personal or professional social media accounts, the appropriate permissions must be in place.

Where unsure, Supporting Practitioners should read DNA's Social Media Policy and check with a DNA project lead before posting.

18. Concerns About Copying or Inappropriate Use

DNA encourages concerns to be raised early and informally wherever appropriate.

If a Lead Artist believes that their work has been copied or used without permission, or if a Supporting Practitioner believes their contribution has been used inappropriately, they should raise the matter with the relevant DNA lead.

DNA should:

1. Listen to the concern;
2. Establish what material is involved;
3. Consider who created or owns the relevant material;

4. Review any contracts, licences or permissions;
5. Speak to the people involved where appropriate;
6. Seek to resolve misunderstandings constructively; and
7. Obtain specialist advice where ownership or infringement is genuinely disputed.

DNA should not automatically determine that copyright infringement has occurred simply because two pieces of work are similar.

19. Our Commitment to Artists

DNA wants artists to feel confident about sharing their knowledge and supporting the next generation of practitioners.

Peer support should not mean that an established artist is expected to give away their professional practice, resources or creative work.

DNA will therefore support artists in setting reasonable boundaries around their materials and intellectual property.

20. Our Commitment to Supporting Practitioners

DNA also wants Supporting Practitioners to progress.

Peer support should provide genuine opportunities to:

Observe -> Participate -> Learn -> Practise -> Develop -> Create -> Progress

We do not want intellectual property concerns to prevent appropriate learning, experimentation or the development of someone's own artistic voice.

Our objective is to create a culture of generosity, respect, acknowledgement and originality.

DNA Peer Support Agreement

I confirm that I have read and understood DNA's Supporting Practitioner & Peer Support Policy.

I understand that participating in a DNA Supporting Practitioner opportunity may allow me to observe, support and learn from professional artists, but does not automatically give me ownership of, or permission to reproduce, their creative work.

I agree to:

- Respect the intellectual property and creative practice of the artists I work alongside;
- Use my learning to develop my own creative practice rather than deliberately carbon-copying another artist's work;
- Not reproduce, distribute, record or commercially exploit protected creative material without appropriate permission;
- Respect confidential information;
- Follow DNA's photography, filming, safeguarding and data protection procedures;
- Appropriately acknowledge other people's contributions where required or agreed;
- Ask the artist or DNA if I am unsure whether I can reuse particular material;
- Raise any concerns about intellectual property or creative ownership appropriately; and
- Comply with any additional conditions contained in my employment contract, freelance agreement, placement agreement, volunteer agreement or other arrangement with DNA.

I understand that these principles work both ways and that my own independently created original work should also be respected.

Supporting Practitioner name: _____

Role / opportunity: _____

Project / Lead Artist supported: _____

Signature: _____

Date: _____

DNA representative: _____

Signature: _____

Date: _____

Related DNA Policies and Procedures

This policy should be read alongside DNA's:

- Safeguarding Policy;
- Volunteer Policy / Agreement;
- Photography, Filming & Publicity Consent Procedures;
- Data Protection and Privacy Policy;
- Social Media Policy;
- Code of Conduct; and

- Artist / Freelancer Agreements, where applicable.

Legal Framework

This policy should be interpreted in accordance with applicable UK law, including the Copyright, Designs and Patents Act 1988, as amended.

Copyright generally arises automatically in qualifying original works. Ownership, authorship and permitted use can depend on the nature of the work, how it was created and any contractual arrangements in place.

Where a significant intellectual property issue arises, DNA should seek appropriate professional advice rather than relying on this policy as a substitute for legal advice.

Policy Control

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